

COPY

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 1181

T.06-0041

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the CSX Transportation, Inc. ("Company"), the Clay City Township Road District ("Road District"), and the State of Illinois, Department of Transportation ("Department" or "IDOT").

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through Staff investigation that inquiry should be made into the matter of improving public safety at the May Flower Road (2075E) highway-rail grade crossing of the Company's track near Clay City, Clay County, Illinois, designated as crossing AAR/DOT #152 885K, railroad milepost 233.10-A; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund ("GCPF") of the Motor Fuel Tax Law ("MFT") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and a remote monitoring system.
- (b) Installation of temporary STOP signs at the May Flower Road crossing within 30 days of a Commission Order for the installation of new

DOCKETED

automatic warning devices.

- (c) Improvement of the existing highway approach grades so they comply with the minimum requirements of 92 Ill. Adm. Code 1535 and as denoted on Exhibit C attached hereto.

Section 3 The Company has prepared detailed drawings, circuit plans, required specifications and a preliminary cost estimate to accomplish the proposed safety improvements, which may be required by Commission Order. The drawings, circuit plans, specifications, and cost estimate are attached and incorporated herein by reference as Exhibit B.

Section 4 The County on behalf of the Road District has prepared a preliminary cost estimate to accomplish the proposed approach grade improvements improvements, which may be required by Commission Order. The drawings, specifications, and cost estimate are attached and incorporated herein by reference as Exhibit C.

Section 5 The Company and Road District shall each upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order approving this Agreement.

Section 6 The parties agree that an equitable division of cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	Road District	COMPANY
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$199,051	95% \$189,098 ¹	\$0	5% \$9,953 ³
Modify Existing Highway Approaches	\$108,975	100% \$108,975 ²	\$0 ⁵	\$0
Install temporary STOP Signs, if ordered	No estimate required	\$0	\$0	100% ⁴
TOTALS	\$308,026	\$298,073	\$0	\$9,953

Notes:

¹ Total Grade Crossing Protection Fund (GCPF) assistance for installation of the new automatic warning devices not to exceed \$189,098; any installation costs above the estimated amount of \$199,051 will be divided between the GCPF and the Company in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission;

² Total Grade Crossing Protection Fund (GCPF) assistance to improve the existing roadway approach grades not to exceed \$108,975; any roadway improvement costs above the estimated amount of \$108,975 will be paid by the Road District.

³ Company responsible for all future operating and maintenance costs associated with the new automatic warning devices.

⁴ Company responsible for all future maintenance costs associated with the temporary STOP Signs, if ordered.

⁵ Road District responsible for all future maintenance costs associated with the highway approaches.

Section 6 The Road District is not financially able to bear an equitable portion of the cost for the proposed improvements, has requested relief from said costs, and has submitted documentation attesting to the Road District's inability to pay, attached and incorporated herein by reference as Exhibit D

Section 7 Special Provisions: Since the approach grade improvements at the subject crossing will be performed by Road District, flagging and contractor liability insurance will be required for said work.

The Company and Road District shall each complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibits E and E-1, along with this executed Agreement.

The Company and Road District shall each, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibits E and E-1, regarding the progress each has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and Road District Project Manager.

All bills for the warning device installation specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

All bills for highway approach grade improvements specified in Section 2 authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the District 7 Office of the Department, located at 400 W. Wabash, Effingham, Illinois, 62401. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

SECTION 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company and Road District shall provide sufficient documentation for all bills. The minimum documentation requirements are:

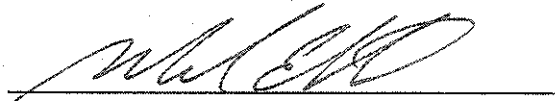
- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad and highway account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad and highway account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad and highway account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad and highway account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.

- g) Service Dates - Invoice should include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice should be marked as a Progressive or a Final Invoice.
- i) Reference Numbers - Each invoice should include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice should show the location, with the street name and AAR/DOT crossing inventory number.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 7th day of April 2006.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Henry Humphries
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 1181 concerning improvements at the May Flower Road (2075E) highway-rail grade crossing of CSX Transportation's track, near Clay City, Clay County, Illinois, designated as crossing AAR/DOT #152 885K, railroad milepost 233.10-A.

Executed by Clay City Township Road District this 22 day of APRIL 2006.

CLAY CITY TOWNSHIP ROAD DISTRICT

By:

Paul Butler

Attest:

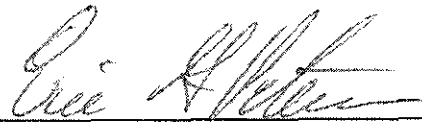
John W. Zimmerman

Illinois Commerce Commission Stipulated Agreement No. 1181 concerning improvements at the May Flower Road (2075E) highway-rail grade crossing of CSX Transportation's track, near Clay City, Clay County, Illinois, designated as crossing AAR/DOT #152 885K, railroad milepost 233.10-A.

Executed by CSX Transportation, Inc. this 4th day of May, 2006.

CSX TRANSPORTATION, INC.

By:



Eric O. Peterson
ASST. CHIEF ENGINEER
PUBLIC PROJECTS

Attest:



Donna W. Melton
Corporate Secretary

Illinois Commerce Commission Stipulated Agreement No. 1181 concerning improvements at the May Flower Road (2075E) highway-rail grade crossing of CSX Transportation's track, near Clay City, Clay County, Illinois, designated as crossing AAR/DOT #152 885K, railroad milepost 233.10-A.

Executed by the Illinois Department of Transportation this 12th day of May 2006.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
Milton R. Sees, Director of Highways / Chief Engineer

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	CSX
USDOT#, MILEPOST	152 885K, 233.10-A
STREET, CITY, COUNTY	May Flower Road [2075E], near Clay City, Clay County
JURISDICTION (RDWY)	Clay City Road District
LOCATION	Rural, Commercial/Residential
STREET SURFACE	16' Gravel, Condition

CROSSING DATA: Also see Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main	Epton rubber/asphalt	26'	Good

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	None
TRAFFIC CONTROL	None
ADT & SPEED	50 Vehicles Per Day @ 55 MPH (Unposted)
TRAFFIC TYPE	Passenger, School Buses, Hazardous Materials,
ADVANCE WARNING	Yes
PAVEMENT MARKING	No

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	10 Per day @ 40 MPH, Day & Night? Yes
PASSENGER TRAFFIC	None
WARNING DEVICES	Crossbucks

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	40	MPH
Roadway Speed	55	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	573	FEET
Along Tracks	469	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	959	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	Ok*		Ok*	
NW	Ok*		50**	Trees
SE	Ok*		15**	Retaining wall
SW	Ok*		50**	Trees

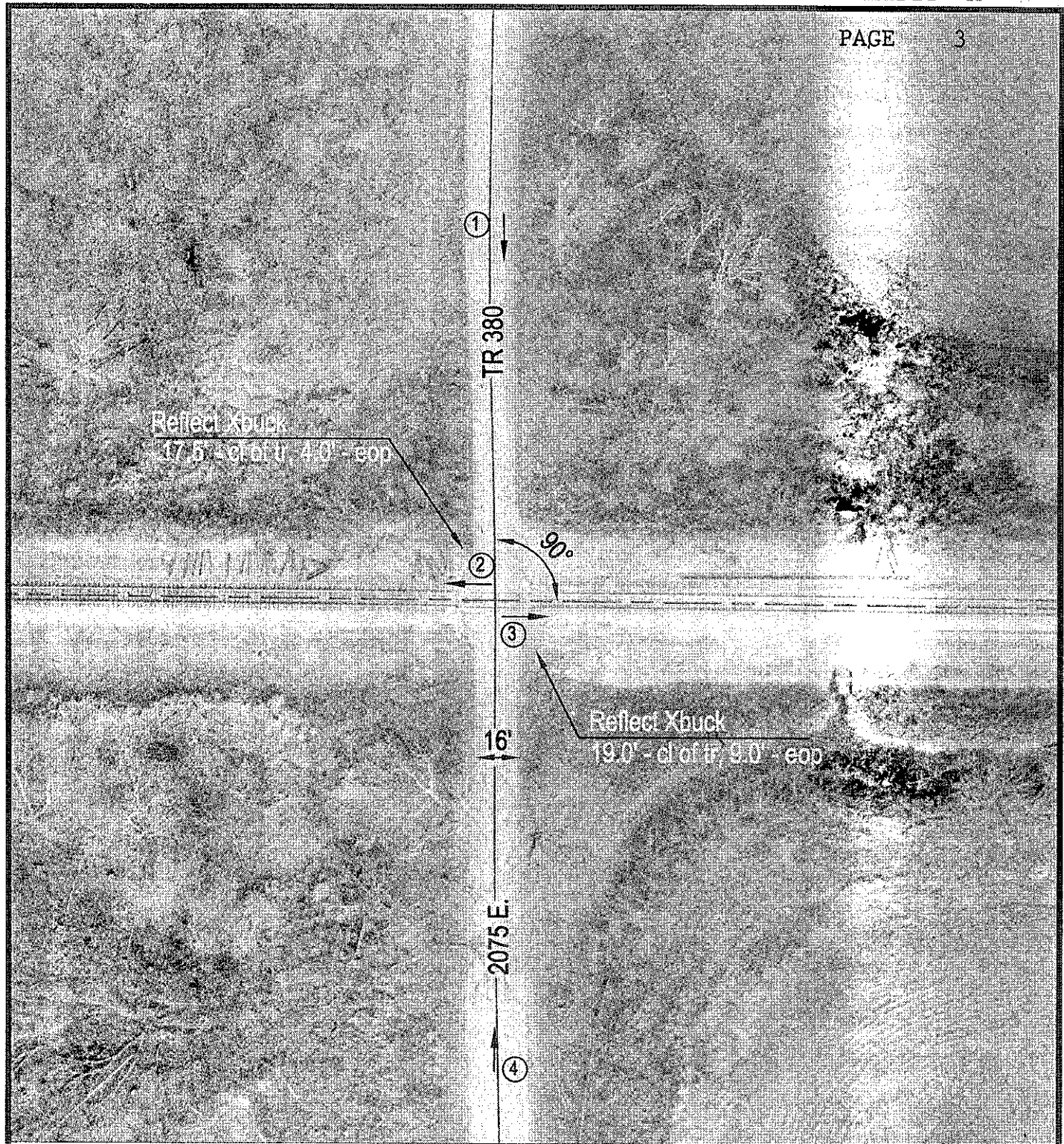
*Note: The installation of automatic flashing light signals and gates eliminate the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch

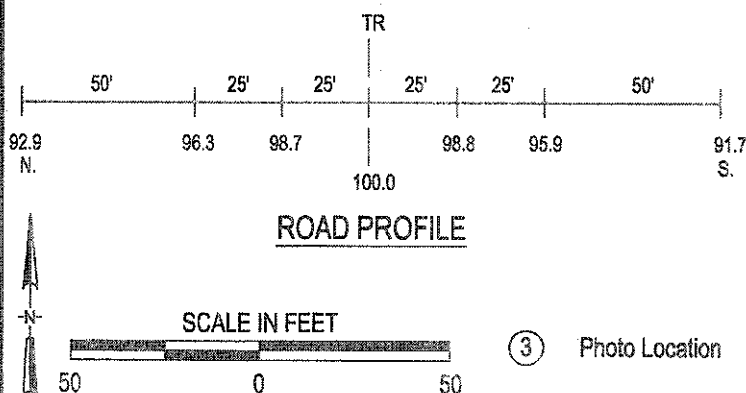
DIRECTION: NORTH			DIRECTION: SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)

Distance measured from outermost rail.

COMMENTS: Clay City Township Road District has submitted evidence to show that it cannot pay a portion of the costs for the improvement proposed for the subject crossing. In the interest of public safety the staff of the Illinois Commerce Commission's Rail Safety Section recommends that the Grade Crossing Protection Fund (GCPF) be used to pay 95% of the automatic warning device installation costs, with the CSX paying all remaining installation costs as well as all future operating and maintenance costs. Staff also recommends the GCPF be used to pay 100% of the highway approach grade improvement costs, up to the estimated amount provided by the Road District for that work. Staff recommends that any costs that exceed the estimated amount be paid by the Road District.



J:\211\152885K\152885K.DWG 02/28/00 05:49 TFC



Crossing #: 152885K

Location: Clay Co., City of Clay City (N)

Lat/Long: 38°41'30" / 88°19'05"

Railroad: CSX

Street: 2075 E.

Railroad Milepost: 233.10

Crossing Protection: Signs



500 Water St
13th Floor
Jacksonville, FL 32202
EMAIL Hal_Gibson@csx.com
PHONE (904) 359-1048
FAX (904) 366-4042

Hal A. Gibson, Jr.
Principal Engineer, Public Projects

March 28, 2006

Illinois Commerce Commission
527 E. Capital Ave, Springfield, IL 62701
Springfield, IL 62701

Subject: Clay City, Clay, County, IL: 2075E - Install AFLS&G controlled by constant
warning time circuitry., DOT 152885K, MP BC 233.10 Project # IL0187

Michael Stead:

Enclosed for your review and approval is the Signal Force Account Estimate for
\$199,051.00 for the above referenced project.

We await receipt of your further advice and/or approval of the project cost and authority
to proceed. If I can be of any further assistance, please do not hesitate to contact me.

Thank you,

A handwritten signature in dark ink, appearing to read "H.A. Gibson", with a long horizontal flourish extending to the right.

Hal A. Gibson, Jr.

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER:		9/24/2006	DOT NO.: 152885K
CITY: Clay City	COUNTY: Clay	STATE: IL	
DESCRIPTION: TR 380 (CR 2075 E) - Install FLS&G controlled by CWT. Crossbucks existing.			
DIVISION: Midwest Division	SUB-DIV: Illinois	MILE POST: BC 233.10	
AGENCY PROJECT NUMBER: IL0187			

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)	\$	1,350
200 Additive 39.31%	\$	531
230 Expenses	\$	235
212 Contracted & Administrative Engineering Services	\$	500
Subtotal	\$	2,616

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)	\$	-
200 Additive 39.31%	\$	-
230 Expenses	\$	-
212 Contracted & Administrative Engineering Services	\$	500
Subtotal	\$	500

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$	-
050 Labor (Foreman/Inspector)	\$	-
070 Additive 116.26% (Transportation Department)	\$	-
050 Additive 110.77% (Engineering Department)	\$	-
230 Per Diem (Engineering Department)	\$	-
230 Expenses	\$	-
Subtotal	\$	-

<u>SIGNAL & COMMUNICATIONS WORK:</u>	(Details Attached)	\$	173,353
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<u>TRACK WORK:</u>	(Details Attached)	\$	-
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ACCOUNTING & BILLING:

040 Labor	\$	2,300
040 Additive 95.08%	\$	2,187
Subtotal	\$	4,487

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u>	10.00%	\$	180,956
		\$	18,096

GRAND TOTAL	*****	\$	199,051
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NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

DATE: 3/28/2006

REVISED:

Form Last Revised: March 4, 2005 CFL

Project Summary Sheet

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -
Pub EB - SC EB3

ESTIMATE SUBJECT TO REVISION AFTER: 9/24/2006 DOT NO.: 152885K
CITY: Clay City COUNTY: Clay STATE: IL
DESCRIPTION: TR 380 (CR 2075 E) - Install FLS&G controlled by CWT. Crossbucks existing.

DIVISION: Midwest Division SUB-DIV: Illinois MILEPOST: BC 233.10
DRAWING NO.: BC22310.H01 DRAWING DATE: 2/8/2006 REGION: Midwest
AGENCY PROJECT NUMBER: IL0187

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)	5	Days @	\$ 270.00	\$	1,350
200	Additive 39.31%				\$	531
230	Expenses				\$	235
212	Contracted & Administrative Engineering Services				\$	500
	Subtotal				\$	2,616

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)	0	Days @	\$ 270.00	\$	-
200	Additive 39.31%				\$	-
230	Expenses				\$	-
212	Contracted & Administrative Engineering Services				\$	500
	Subtotal				\$	500

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ -	\$	-
50	Labor (Foreman/Inspector)	0	Days @	\$ 235.00	\$	-
70	Additive 116.26% (Transportation Department)				\$	-
50	Additive 110.77% (Engineering Department)				\$	-
230	Expenses (Engineering Department)	0	Days @	\$ 75.00	\$	-
230	Expenses	0	Days @	\$ 45.00	\$	-
	Subtotal				\$	-

COMMUNICATIONS WORK:

	Temporary (Details Attached)	\$	-
	Permanent (Details Attached)	\$	-
	Subtotal	\$	-